TENDER NO: 3 S&T - OFC

LICENSING OF SPARE OPTICAL FIBRES IN PHASE-1 & PHASE-2 OF BMRCL NETWORK

ADDENDUM NO. 1 DATED 13.09.2024

<table>
<tr><th>Sl. No.</th><th>Clause Reference / Page no.</th><th>Amendments</th></tr>
<tr><td colspan="3">Package 1: Qualification cum Technical Package</td></tr>
<tr><td>1.</td><td>Section I:

Index,

Page no. 6 of 122.</td><td>REPLACE:

<table><tr><td>ANNEXURE – 10.4</td><td>FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT</td><td>100</td></tr></table>
WITH:

NOT USED.</td></tr>
<tr><td>2.</td><td>Section I:

Notice Inviting Tender (NIT),

Tender Notification,

Page no. 9 of 122.</td><td>REPLACE:

<u>Key Details</u>

<table><tr><th>Sl. No.</th><th colspan="2">Description</th></tr><tr><td>1.</td><td>Earnest Money Deposit</td><td>INR 11,27,664/- (Indian Rupees Eleven Lakhs Twenty Seven Thousand and Six Hundred and Sixty Four only) The Tenderer shall pay full Earnest Money Deposit amount through online payment in e-Procurement Portal (or) submit in the form of Electronic Bank Guarantee (eBG) /Bank Guarantee (BG).</td></tr></table>
WITH:

<u>Key Details</u></td></tr>
</table>

<table>
<tr><td></td><td></td><td>
<table>
<tr><th>Sl. No.</th><th colspan="2">Description</th></tr>
<tr><td>1.</td><td>Earnest Money Deposit</td><td>INR 11,27,664/- (Indian Rupees Eleven Lakhs Twenty Seven Thousand and Six Hundred and Sixty Four only) The Tenderer shall pay full Earnest Money Deposit amount through online payment in e-Procurement Portal.</td></tr>
</table>
</td></tr>
<tr><td>3.</td><td>Section I:

Notice Inviting Tender (NIT),

Tender Notification,

Page no. 9 of 122.</td><td>
REPLACE:
<table>
<tr><th>Sl No.</th><th colspan="2">Description</th></tr>
<tr><td>3.</td><td>Download of Tender Documents</td><td>Tender documents to be downloaded from Karnataka Public Procurement Portal (e-Procurement Portal: https://kppp.karnataka.gov.in/) from 19.08.2024 until midnight of 02.09.2024.</td></tr>
</table>
WITH:
<table>
<tr><th>Sl No.</th><th colspan="2">Description</th></tr>
<tr><td>3.</td><td>Download of Tender Documents</td><td>Tender documents to be downloaded from Karnataka Public Procurement Portal (e-Procurement Portal: https://kppp.karnataka.gov.in/) from the Tender published date.</td></tr>
</table>
</td></tr>
<tr><td>4.</td><td>In KPPP portal website,

Tender no. 3 S&T-OFC,

Tender Schedule</td><td>
REPLACE:
<table>
<tr><th>Sl. No.</th><th colspan="2">Description</th></tr>
<tr><td>6.</td><td>Last Date and Time for Receipt of Tenders</td><td>17.09.2024 at 15.00 Hrs. (IST)</td></tr>
<tr><td>7.</td><td>Date and Time for opening of Technical Bid in eProcurement portal</td><td>18.09.2024 at 15.30 Hrs. (IST)</td></tr>
<tr><td>8.</td><td>Date and Time for opening of Financial Bid in eProcurement portal</td><td>07.10.2024 at 15.30 Hrs. (IST)</td></tr>
</table>
</td></tr>
</table>

<table>
<tr><td></td><td></td><td>WITH:
<table>
<tr><th>Sl. No.</th><th colspan="2">Description</th></tr>
<tr><td>6.</td><td>Last Date and Time for Receipt of Tenders</td><td><u>24.09.2024</u> at 15.00 Hrs. (IST)</td></tr>
<tr><td>7.</td><td>Date and Time for opening of Technical Bid in eProcurement portal</td><td><u>25.09.2024</u> at 15.30 Hrs. (IST)</td></tr>
<tr><td>8.</td><td>Date and Time for opening of Financial Bid in eProcurement portal</td><td><u>16.10.2024</u> at 15.30 Hrs. (IST)</td></tr>
</table></td></tr>
<tr><td>5.</td><td>Section I:

Notice Inviting Tender (NIT),

Clause no. 5

Page no. 12 of 122.</td><td>REPLACE:

Tenders must be accompanied by Earnest Money Deposit as specified in ITT clause 2.8, drawn in favour of “Bangalore Metro Rail Corporation Ltd”. Tender Guarantee will have to be paid in full amount through online payment in e-Procurement Portal (or) submit in any one of the form of Electronic Bank Guarantee (eBG) or Bank Guarantee, payable & extendable at a designated branch in Bengaluru and shall have to be valid for 45 days beyond the validity of the Tender (i.e. 165 days from the date of submission of Tender).

WITH:

Tenders must be accompanied by Earnest Money Deposit as specified in ITT clause 2.8.2 (a). Tender Guarantee have to be paid in full amount through online payment only in e-Procurement Portal.</td></tr>
<tr><td>6.</td><td>Section II:

Instructions to Tenderer (ITT),

Clause 2.8.2 (b)

Page no. 27 of 122.</td><td>REPLACE:

The Tenderer shall pay/furnish a Tender Guarantee for the value indicated in e-Procurement portal in the following mode:

a) Online payment through e-Procurement portal, or

b) an irrevocable ‘Bank Guarantee* or’ Electronic Bank Guarantee’ (eBG) issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule preferably drawn on and payable & extendable at a designated branch in Bengaluru as per Annexure 10.4 of Section VII. However, Bank Guarantee format is also available in <u>https://tender.bmrc.co.in.</u>

* In case of EMD issued in the form of Bank Guarantee, the Scheduled Bank issuing the Bank Guarantee should preferably be on “Structure Financial Messaging System (SFMS)” platform. A separate advice of the BG shall preferably be sent by the issuing bank to the Employer’s Bank through SFMS.

The issuing Bank shall send the SFMS as detailed under to:</td></tr>
</table>

		Name: BANGALORE METRO RAIL CORPORATION LTD., *Name of the Bank: BANK OF INDIA* *Branch: CANTONMENT BRANCH, BENGALURU.* *Account No.: 840420110000760* *RTGS/IFSC: BKID0008404* *The Scanned copy of the BG and a copy of "MT760COV (for Bank Guarantee message) /MT767COV (for Bank Guarantee amendment message) Report" sent by the BG issuing Bank, should be uploaded by the Tenderer in the e-Procurement Portal as a part of his Offer during Tender submission. The Tenderers should ensure that (scanned copy of BG) is uploaded to the e-Procurement portal, failure of which, the Tender will be summarily rejected by the Employer. The Original Bank Guarantee shall compulsorily be submitted in the BMRCL office before scheduled date, time and place as specified in clause 3.4.7 of section-III. The Tenderer shall note that the Original Bank Guarantee is submitted through speed post / in person and if not received before the scheduled date and time as specified in in Key details (Tender Notification)/eProcurement Portal, the Tender will be summarily rejected.* *The details of the Bank Guarantee, physically submitted should match with the details available of the scanned copy uploaded and the data entered during Tender submission time, failing which, the Tender will be rejected.* *In case of non-reconciliation of online Tender Guarantee portion through e-Procurement portal in Government of Karnataka Central Pooling Account held at the ICICI Bank, the Tender will get rejected.* **WITH:** The Tenderer shall pay/furnish a Tender Guarantee for the value indicated in e-Procurement portal in the following mode: a) **Online payment** through e-Procurement portal, or b) Not Used. *In case of non-reconciliation of online Tender Guarantee portion through e-Procurement portal in Government of Karnataka Central Pooling Account held at the ICICI Bank, the Tender will get rejected.*
7.	Section II: Instructions to Tenderer (ITT), Clause 2.8.4	**REPLACE:** EMD will not be accepted in any form other than those mentioned above. Tenders not accompanied by the required amount of EMD and non-submission of hardcopy as per clause 3.4.7 of section-III will be rejected by the Employer.

	Page no. 28 of 122.	**WITH:** EMD will not be accepted in any form other than those mentioned above. Tenders not accompanied by the required amount of EMD will be rejected by the Employer.
8.	Section II: Instructions to Tenderer (ITT), Clause 2.8.8 Page no. 28 of 122.	**REPLACE:** The Tender will be summarily rejected by the Employer in case of: (i) Failure to deposit EMD online or failure to upload clear & readable copy of Bank Guarantee towards EMD. (ii) Failure to submit the original Bank Guarantee to BMRCL office within the date & time specified. (iii) If EMD is in the form of Bank Guarantee and is issued by a Co-operative Bank or from any source other than an Indian Scheduled Bank and Scheduled Foreign Bank as defined in section 2(e) of RBI Act 1934 read with Second Schedule. (iv) EMD amount is less than the required amount as mentioned in Tender Notification/ eProcurement portal. (v) Bank Guarantee's Validity is less than the "Tender validity Period" (as a miniumum requirement) as mentioned in ITT clause 2.20. In case EMD is in the form of BG, and BG validity fulfils the "Tender validity Period", but falling short in regard to period of "EMD Validity', the Employer shall request such Tenderer(s) in writing to submit compliance EMD within 10 (ten) working days from the date of request. Failure to provide a compliant EMD within the prescribed period shall cause the rejection of the Tender and it will be considered as Non-responsive. **WITH:** The Tender will be summarily rejected by the Employer in case of: (i) Failure to deposit EMD online. (ii) EMD amount is less than the required amount as mentioned in Tender Notification/ eProcurement portal.
9.	Section VII: Annexures Clause 9.3 Page no. 81 of 122.	**REPLACE:** The fibres intended to be taken shall be jointly tested by Licensee Engineer with BMRCL personnel. The fibres length as measured through OTDR shall be taken towards the payment consideration. The licensed fibres shall be within the specified fibre loss of 0.4db/km at 1550nm and 0.5 db/km at 1310nm. **WITH:** The fibres intended to be taken shall be jointly tested by Licensee Engineer with BMRCL personnel. The fibres length as measured through OTDR shall be taken towards the payment consideration. The licensed fibres shall be within the

		specified fibre loss of 0.4db/km at 1550nm and 0.5 db/km at 1310nm. **The Connector loss shall be less than 0.3 dB and Splice loss shall be less than 0.1 dB.**
10.	Section VII: Annexures Annexure 10 Draft License Agreement Clause 19.15 Page no. 95 of 122.	**Inclusion under Clause 19: Miscellaneous** **Clause 19.15 Limitation of Liability:** **Except as provided otherwise in these Conditions, neither party shall be liable to the other party for loss of use of any asset, loss of profit, loss of any Contract or any other indirect or consequential loss or damage which may be suffered by the other party in connection with the agreement. The total liability of the Licensee to Licensor under the agreement shall not exceed the total value of Revenue for Contract period. Except that this Sub-clause shall not limit the liability of the Licensee:** **a. In case of 'Usage of Power', 'Electrical installation charges including Substation Rent'.** **b. In case of fraud, willful misconduct or illegal or unlawful acts.**
11.	Section VII: Annexures Annexure 10.4 Page no. 100-102 of 122.	**REPLACE:** **Annexure – 10.4** **FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)** (Reference ITT clause 2.8) *(To be stamped in accordance with Stamp Act, if any, applicable for the issuing bank)* To, Bangalore Metro Rail Corporation Limited (BMRCL) 3rd Floor BMTC Complex, K.H. Road, Shanthinagar Bengaluru- 560027. Karnataka, INDIA. 1. **WHEREAS** _____ *[Name and Address of the Tenderer]* (hereinafter referred to as the "Bidder" or "Tenderer") has undertaken for submission of Tender in pursuance of Tender Notification No. _____ for _____ *[Name of the Works]* (hereinafter referred to as the "Bid" or "Tender").

2. **AND WHEREAS** it has been stipulated in the Tender issued by Bangalore Metro Rail Corporation Limited (BMRCL) (hereinafter referred to as the "Employer" or "BMRCL") that the Tenderer shall furnish to Employer an unconditional and irrevocable Bank Guarantee from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule, for the sum specified herein below as Tender Security(EMD) for compliance of the obligations in accordance with the Tender conditions. In pursuance to this, M/s_____ has requested for issuance of the Bank Guarantee for the sum specified herein below as Tender security (EMD).

3. **AND WHEREAS** we _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, do hereby agree to give the Employer such a Bank Guarantee drawn and payable at Bengaluru _____ branch on behalf of the tenderer.

4. **NOW therefore**, the Bank hereby affirm that it is the guarantor and responsible to 'Employer' and their successors, on behalf of the 'Tenderer' up to a total sum of INR _____ *[the amount of Guarantee to be specified in figure and words as specified in the Tender document]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee is encashable at the issuing Bank's designated branch in Bengaluru, Karnataka, India, as mentioned below:

   Name of the Bank, Branch and contact details Address Telephone no: & Fax No: E-mail Address Branch Manager/s name & mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____

   OR

   This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer as given below:

Sl. No.	Particulars	Details
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore -

		560001
v	Account No.	840420110000760
vi	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

8. The Employer shall have full rights to encash this bank guarantee at any time during the validity period and the 'Tenderer' shall have no right or claim whatsoever in the matter of encashment of the Bank guarantee amount by the 'Employer'. The Bank will be fully responsible in terms of the guarantee and obligation, to make immediate payment to 'Employer', without the consent of the Tenderer and without referring the matter to the 'Tenderer'.

9. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Tenderer' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Tenderer'.

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Tenderer' or change in the constitution of the bank.

12. This Deed of guarantee is signed and executed by Shri/Smt _____ and Shri/Smt _____ who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being_____ & _____ and _____ & _____ respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of _____ *[Indian Rupees to be specified in words and figures].*

14. This guarantee shall be valid till _____ *[Date to be mentioned].*

15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on whichever of the following events first occurs.

		a) Payment by the Bank of the guaranteed sum in full to the 'Employer', or b) Receipt of written communication from the 'Employer' to the Bank along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee. In case of electronic Bank Guarantee (e-BG), after release/discharge of eBG by the Employer through NeSL Portal. SIGNATURE AND SEAL OF THE GUARANTOR DATE: _____ NAME OF THE BANK: _____ ADDRESS: _____ *Note:* 1. *The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".* 2. *The above format shall be used for e-Bank Guarantee also.* 3. *For e-BG, the UIN (PAN No.) of BMRCL is 'AAACB4881D'.* 4. *Tender No. shall be the reference to be mentioned in the e-BG.* **WITH:** NOT USED.
12.	In KPPP portal website, Documents Required from the Bidder, Technical Bid, Sl. no. 2.	**REPLACE:** 2. Annual Turnover Certificate as per Annexure-8A. **WITH:** 2. Annual Turnover Certificate as per **Annexure-8B**.